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SIGNED AGREEMENT

CITY OF BREMERTON

THE CITY OF PRIDE AND OPPORTUNITY

PUBLIC WORKS & UTILITIES
Engineering Division

Tel 360-473-5270
Fax 360-473-5398
3027 Olympus Drive
Bremerton, WA 98310

May 22, 2006

Dave Cook, L.G.
Associate
GeoEngineers Inc.
600 Stewart Street, Suite 1700
Seattle, WA 98101

Subject: McConkey/Sesko/City (former Bremerton Gas Works) Property–
Letter Contract for Professional Services

Dear Mr. Cook:

This letter contract is for the services indicated in the attached Exhibit A. This work will be paid on an hourly basis, in accordance with the schedule of charges outlined in Exhibit B – total cost is not to exceed $10,000. A five percent markup will be allowed for any sub-consultant charges.

If GeoEngineers agrees to the above terms, please indicate acceptance by signing below where indicated, and returning this letter contract. If you have any questions or concerns, please feel free to contact me at (360) 473-2376.

Sincerely,

Tom Knuckey, P.E.
Managing Engineer - Utilities

GeoEngineers agrees to the above terms:

GeoEngineers, Inc.

By: Dave Cook
David A. Cook, L.G.
Associate

26121

May 22, 2006

Exhibit A

GeoEngineers' Scope of Services

The following scope of services will be completed in support of the McConkey/Sesko/City (former Bremerton Gas Works) property brownfields site characterization project. The objective of these services is to complete initial environmental support services to move forward with grant management and implementation of the brownfield site characterization.

1. Assist in preparation of the Assessment Cooperative Agreement Work Plan (see attached example). We recommend that Kathleen Barrantes of Grant Solutions participate in this effort because information can be transferred directly from the grant application to this document. This draft Work Plan is due June 9, 2006.
2. Attend two meetings ~~(May 26 and June 2, 2006)~~ with the City, EPA and Art Anderson Associates (GeoEngineers subconsultant).
3. Communications and project management.

Future environmental services by GeoEngineers such as preparation of a technical work plan and oversight of site characterization activities will be completed under a subsequent contract.

SAMPLE OUTLINE
ASSESSMENT COOPERATIVE AGREEMENT WORK PLAN

FOR

[PROJECT NAME]

[date]

Submitted by

[RECIPIENT NAME]

[RECIPIENT ADDRESS]

[Lead Contact Name and Phone Number]

SAMPLE OUTLINE
ASSESSMENT COOPERATIVE AGREEMENT WORK PLAN
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	B) Periodic Reporting
	C) Contractor procurement
	D) Final Performance Report
	Task 2 Public Involvement
	A) Outreach
	B) Project Updates and other Public Information
	Task 3 Site Inventory and/or Characterization
	A) Site Inventory
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	E) Quality Assurance & Health and Safety Plans
	F) ESA & NHPA
	Task 4 Cleanup Planning [this can be an eligible assessment cooperative agreement task]
	A) Analysis of Brownfields Cleanup Alternatives
	B) Final Cleanup Plan
3.0	SCHEDULE AND DELIVERABLES
4.0	BUDGET
	A) Table
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1. INTRODUCTION

1.1 Project Description

Provide an overview of the project including the program objectives (ex. revitalize industrial park) and goals (ex. cleanup XYZ site) for the project period up to two years.

1.2 Organizational Structure and Responsibilities

Include a description of your organization indicating organizational structure, communication flow, and roles and responsibilities of all key entities supporting this project. Indicate by whom each element of the work plan will be carried out including supporting organizations, consultants, and contractors.

2.0 PROJECT TASK DESCRIPTIONS

Describe each task and sub-task that will be performed as part of this project and the type of funding that will be used for each task or sub-task (EPA cooperative agreement, cost share from whatever source, other non-federal funds, etc). Link personnel, equipment and other budget costs from the detailed budget table/narrative to the tasks/objectives listed in the workplan.

This sample includes a number of common tasks for Brownfields Assessment projects including certain required tasks described in your Cooperative Agreement Terms and Conditions. Your project may require the inclusion of additional tasks that are not include in this sample.

Grantees are strongly encouraged to work with your state environmental department or agency and to consider the information that would be needed if your project is entered into the state voluntary cleanup program (VCP).

TASK 1 PROJECT MANAGEMENT AND REPORTING

Purpose is to perform project management as required to implement and manage this project under the cooperative agreement, including all required reporting and contractor procurement. For each sub-task, provide the following:

- X Objective of the task
- X Who has the lead for each task
- X Estimated cost
- X Outputs*
- X Outcomes**
- X Deliverables
- X Estimated submittal or completion dates

**A program's direct products and services delivered, i.e. deliverables.*
***The results of those products and services and program efficiencies as it relates to environmental protection.*

A) **Project Management**: Those activities necessary to manage the project in accordance with the work plan and all required statutes, circulars, terms & conditions,

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including establishment and maintenance of necessary cooperative agreement records and files; financial management, project oversight, and attendance at necessary project meetings.

B) **Periodic Reporting**: Required periodic reports include: Quarterly Progress Reports within 30 days of the end of each federal fiscal quarter; MBE/WBE reports at least quarterly; Financial Status reports at least annually; Property Profile Form for each site within 30 days of cooperative agreement award, updated at end of project or sooner if significant activity occurs.

C) **Contractor Procurement:** Describe how and when you will procure any necessary contractors in accordance with your procurement procedures and with 40 CFR Part 30 *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations* or 40 CFR Part 31 *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

D) **Final Performance Report:** A final performance report submitted to the EPA Project Officer within 90 calendar days after the expiration or termination of the award. The report may be provided to the Project Officer electronically. The report shall generally contain the same information as in the Quarterly Progress Reports but should cover the entire project period and included before and after photos of the assessment site(s). In addition, the Final Performance Report should specifically address lessons learned by you or your contractor(s) in implementing the Brownfields assessment as well as successes achieved.

TASK 2 PUBLIC INVOLVEMENT

Grantee will perform public involvement, consistent with the Assessment Grant Proposal submitted, to ensure that community concerns are considered in assessment planning and execution, the public is kept informed of project progress and results and to encourage public involvement in you project. For each sub-task, provide the following:

X Objective of the task
X Who has the lead for each task
X Estimated cost
X Outputs*
X Outcomes**
X Deliverables
X Estimated submittal or completion dates

**A program's direct products and services delivered, i.e. deliverables.*
***The results of those products and services and program efficiencies as it relates to environmental protection.*

A) **Outreach**: EPA suggests you designate a spokesperson, establish an Information Repository (IR) convenient to the site(s) and, on an on-going basis, place relevant document into the IR so the documents are available to the public for review.

B) **Project Updates and other Public Information**: Describe other means or activities you will use to keep the public informed and involved including a plain language "fact sheet" prepared and distributed to the affected community at the beginning of the project, and an additional fact sheet after the assessment is complete. Additional fact sheets may be prepared if there are new developments or delays.

Note: Rather than including the necessary detail here in the Cooperative Agreement Work plan, you may opt to develop a separate Public Involvement Plan detailing your outreach plans. If so, the Public Involvement Plan should be submitted along with your first quarterly report.

TASK 3.0 SITE INVENTORY AND/OR CHARACTERIZATION
For each sub-task, provide the following:

X Objective of the task
X Who has the lead for each task
X Estimated cost
X Outputs*
X Outcomes**
X Deliverables
X Estimated submittal or completion dates

**A program's direct products and services delivered, i.e. deliverables.*
***The results of those products and services and program efficiencies as it relates to environmental protection.*

A) **Site Inventory:** If you are planning to complete a site inventory and/or a sites prioritization plan (for further assessment) as part of your cooperative agreement, describe those activities necessary to complete this task.
B) **Candidate Site Identification:** If candidate sites for assessment were not specifically identified in the grant proposal, grantees must provide EPA with details about each site proposed for further assessment (Phase I Assessment, Phase II Assessment, or other types of assessment activities) so EPA can confirm site eligibility and approve the site for further assessment using cooperative agreement funds. Site eligibility criteria are outlined in the *Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup Grant*. Grantees may use cooperative agreement funds to evaluate site eligibility and present the information to EPA for approval.
C) **Site Characterization - Phase 1 Assessment:** EPA requires that all sites assessed with EPA cooperative agreement funds meet the "All Appropriate Inquiry" standards established in the Brownfields Law. At this time, the "All Appropriate Inquiry" standard is completion of an ASTM Phase 1 Site Assessment, unless such and Phase 1 has already been done. As part of the work plan, if an ASTM Phase 1 Assessment has already been completed, document when and by whom, and include a copy in your cooperative agreement file. If not already completed, plan to do so as part of your cooperative agreement work and describe those activities necessary to complete this task. Please note: the requirement for completion of an ASTM Phase I Assessment does not apply to site inventories.
D) **Site Characterization - Phase 2 Assessment:** Grantees may perform additional assessments (Phase 2 Assessment or other assessment activities) on an EPA-approved site with cooperative agreement funds. If you plan to perform additional assessment(s), describe those specific activities you will perform to complete this task.
E) **Quality Assurance & Health and Safety Plans:** Where environmental sampling is to be conducted as part of an assessment funded wholly or in part with EPA funds, a

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site specific Quality Assurance Project Plan (QAPP) must be prepared and submitted to EPA for review and concurrence 4-6 weeks prior to performance of any sampling Note: Sampling performed without an approved QAPP is not an allowable cost. Grantee must also prepare and follow an OSHA-compliant Health and Safety Plan, and place a copy in the cooperative agreement file.

F) **ESA and NHPA:** EPA has certain requirements under the Endangered Species Act (ESA) and National Historic Preservation Act (NHPA) which EPA must meet before giving approval for you to proceed with field work under the cooperative agreement. Therefore you are asked to help EPA by providing certain information which will help us fulfill our responsibilities in a timely manner and prevent delays. The information, which may be available from your Phase 1 Site Assessment includes the location of your project, any threatened or endangered species or habitat which may be affected by your project, whether the site is considered to be of concern by the State Historic Preservation officer, and a list of Tribes who may believe your site or project could disturb cultural resources.

TASK 4.0 CLEANUP PLANNING

Cleanup planning can be an eligible assessment cooperative agreement task. For each sub-task, provide the following:

X Objective of the task
X Who has the lead for each task
X Estimated cost
X Outputs*
X Outcomes**
X Deliverables
X Estimated submittal or completion dates

**A program's direct products and services delivered, i.e. deliverables.*
***The results of those products and services and program efficiencies as it relates to environmental protection.*

A) **Analysis of Cleanup Alternatives:** Grantees may elect to prepare an Analysis of Brownfields Cleanup Alternatives (ABCA) or equivalent State-required document. The ABCA should summarize information about the site and contamination (i.e., exposure pathways, identify contaminant sources, types and levels of contamination, etc.); cleanup standards; applicable laws; alternatives considered (at least two, evaluated in terms of effectiveness, implementability and cost); and the proposed cleanup plan. Review of the ABCA by the State VCP project manager will help ensure that your cleanup plans will ultimately be acceptable to the State.

B) **Final Cleanup Plan:** Grantees may elect to prepare a Final Cleanup Plan to be implemented at the site. The Final Cleanup Plan may include the cleanup standards to be achieved and any institutional, land use or engineering controls that will be required as part of the cleanup. Review of the Final Cleanup Plan by the State VCP project manager will help ensure that your cleanup plans will ultimately be acceptable to the State.

Continue with as many tasks as needed.

3.0 SCHEDULE AND DELIVERABLES

Provide a schedule of all key milestones, activities and accomplishments anticipated over the length of the cooperative agreement. It is recommended that general time frames are referenced rather than specific dates. For example, a two year project could be referenced with 24 months (Task One /Month 1-2, Task Two/Month 6 – 12). Discuss anticipated start date for this agreement with your EPA project contact.

Following are examples of milestones, activities and accomplishments that should be included in the schedule. Please note: this is not a complete list for your project:

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EXAMPLE TASK and OUTPUT TABLE

DUE DATE	ITEM	PO	STATE	GRANTS	FINANCE
01/30/06	Quarterly Report 1	X			
04/30/06	Quarterly Report 2	X			
10/30/06	MBE/WBE Report	X (copy)		X	
12/30/06	Interim Financial Status Report	X(copy)		X	
10/30/07	Quarterly Report 8/ Final Report	X			
Month 3	Public Involvement Plan	X			
Month 3	Fact sheet - project starting	X			
Month 12	Fact Sheet- Assessment results	X			
Month 4	Site Eligibility	X			
Month 5	ESA/NHPA Letter	X			
Month 18	Final Cleanup Plan	X	X		
Month 6	QAPP	X			
Month 5	Property Profile Form	X			
Month 24	Final Financial Status Report	X(copy)		X	
Month 24	Closeout Reports	X(copy)		X	
As needed but at least quarterly	Requests for Reimbursement	X(copy)			X
Continue with list as necessary, ensuring all project-related milestones, activities and accomplishments are included.					

4.0 BUDGET

A) **Table:** Provide a detailed budget breakout by major cost elements for each task, sub-task or major activity. Include the following breakout elements if possible: personnel, fringe benefits, travel, equipment, supplies, contractual services, construction, other. At a minimum the total costs for each task must be provided.

Sample Project Budget

Only those tasks & activities funded with EPA funds.

Budget Categories	Task 1 – Project Management	Task 2 – Public Involvement	Task 3 – Site Inventory and Characterization	Task 4 – Cleanup Planning	Total
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Other					
Total Direct Charges					
Indirect Costs (%)	Ineligible Costs for Brownfields Cooperative Agreements				
Total					

B) **Budget Narrative:** The purpose of the Budget Narrative is to provide detail on the budget estimate outlined in the above Table. For each budget category listed in the Table (i.e. personnel, fringe benefits, travel, etc), describe the basis upon which the estimate was developed. Refer to Part Two of the *Application Handbook for Federal Assistance Agreements, 2005 Edition* for a greater detail and assistance in developing your project budget and narrative.

Indirect costs are not eligible for reimbursement by cooperative agreement funding. Refer to grant guidance or attached draft terms and conditions for description of what is included as indirect and eligible costs.

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Exhibit B

GeoEngineers Schedule of Charges

SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Professional Staff	
Engineer/Scientist 1	$ (b)(4) 1-95
Engineer/Scientist 2	$
Engineer/Scientist 3	$
Project Engineer/Scientist 1	$
Project Engineer/Scientist 2	$
Senior Engineer/Scientist 1	$
Senior Engineer/Scientist 2	$
Associate	$
Principal	$
Senior Principal	$
Technical Support Staff	
Project Assistant 1	$
Word Processor	$
CAD Technician	$
Technician	$
Project Assistant 2	$
Senior CAD Technician	$
Senior Technician	$
Lead Technician	$
GIS and Information Technology	
Data Entry Technician 1	$
Data Entry Technician 2	$
Database Analyst	$
GIS Analyst 1	$
GIS Analyst 2	$
Database Administrator	$
Applications Developer	$
Technical Project Manager	$
Senior Systems Administrator	$
Senior GIS Analyst	$
Senior GIS System Planner	$

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

In-House Disposable Field Supplies
Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

Geotechnical Laboratory Tests
In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Charges (APC)
Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges.

Per Diem
Per diem (may be charged in lieu of subsistence and lodging) $ (b)(4) 1-95

All rates are subject to change upon notification.

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SCHEDULE OF CHARGES

Equipment

Air Quality Equipment, per day	$	(b)(4) 1-95
22' Sampling & Dive Boat (plus fuel), per day	$	
Camcorder, per day	$	
D & M Sampler, per day (1 day min.)	$	
Electrical Tape, per day	$	
Environmental Exploration Equipment, per day	$	
Gas Detection & Oxygen Meters, per day (1 day min.)	$	
Generator, per day (1 day min.)	$	
Geotechnical Exploration Equipment, per day'	$	
GPS Unit - Professional Grade, per day	$	
Groundwater Development & Sampling Pump, per day (1 day min.)	$	
Groundwater Monitoring Equipment, per day	$	
Interface Probe, per day	$	
Nuclear Density Gauge, per hour (4-hour daily min.)	$	
Operations & Maintenance Equipment, per day	$	
Peristaltic Pump, per day	$	
PID, FID or OVA, per day	$	
Sampling Van/Trailer, per day	$	
Scuba Diving, per day/per diver	$	
Soil Samples (in Rings), per sample	$	
Soil Samples (in Sleeves), per sample	$	
Turbidity Testing Equipment, per day	$	
Underwater Camera - Still, per day	$	
Underwater Camera - Video, per day	$	
Vehicle usage, per mile, or $30/day, whichever is greater	$	
Vehicle - 4-wheel drive truck, per day	$	
Water Quality Equipment, per day	$	

Specialized and Miscellaneous Field Equipment, at current rates, list available upon request

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

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LABORATORY SCHEDULE OF CHARGES (page 2 of 2)

Type of Test	Unit Price*
Permeability Tests	(b)(4)
Constant or falling head in rigid wall permeameter (ASTM D2434-68, D5856-95)	$ 1-95
In triaxial cell with back pressure saturation (ASTM D5084-90)	$
Soil Sample Preparation	
Extrusion - Extrude and log (visual classification) Shelby tube sample	$
Trimming - Trimming a soil sample to 2.41" diameter for consolidation testing	$
Remolding - Remolding a soil sample to desired moisture and density	$
Aggregate and Rock Tests	
Cutting Rock Core Samples (both ends)	$
Unconfined Compression Test (ASTM D2938)	
One test only	$
More than one test	$
Percent of Fracture (WSDOT 103)	$
Sand Equivalent (AASHTO T 176-86)	$
Specific Gravity, Fine/Coarse Aggregate (ASTM C127-88, C128-88)	$
Concrete, Mortar and Grout Tests**	
Concrete Cyl (strip, log, cure, break, report)	$
Cast and cured, not broken	$
Cast by others (strip, log, cure, break, report)	$
Mortar Cyl (strip, log, cure, break, report)	$
Grout Cyl (strip, log, cure, break, report)	$
Grout Cubes (strip, log, cure, break, report)	$

*Please contact us regarding test procedures which are not listed or for tests on contaminated soils. Negotiated unit rates or hourly rates will be charged for these procedures.

**Not WABO-certified

LABORATORY SCHEDULE OF CHARGES (page 1 of 2)

Type of Test	Unit Price*
Soil Index and Classification Tests	(b)(4) 1-95
Soil Description (ASTM D2488-90)	$
Moisture Content	
Oven (ASTM D2216-90)	$
Moisture/Density	
Rings	$
Shelby Tubes, waxed chunk	$
Tubes (liners), chunk	$
Particle Size Analysis	
Percent Passing No. 200 (D1140-54)	$
Sieve (ASTM D422-63, C136-95a includes minus 200 Wash, Dry Sieve)	$
Hydrometer Only (ASTM D422-63, minus #10 fraction)	$
Combined Sieve and Hydrometer (ASTM D422-63)	$
Organic Content (ASTM D2974)	$
Specific Gravity (ASTM D854-83)	$
Shrinkage Factor (ASTM D4943-95)	$
Soil Resistivity	$
pH of Soil (ASTM 4972-95a)	$
Soluble Sulfates (US EPA 375.4)	$
Sulfides	$
Eades pH Test (to determine the percentage of lime to add to soil for lime/soil cement)	$
Ductile Iron Pipe Research Association 10 Point Soil Evaluation Procedure (ANSI/ANWA C105/A21.5). Includes evaluation of resistivity, pH, Redox potential, sulfides and moisture	$
Atterberg Limits (ASTM D4318-84)	$
Nonplastic	$
Compaction (ASTM D1557-91/D698-90, AASHTO T-180, Methods A, B and C)	
1 point	$
3 point	$
Strength and Consolidation Tests	
Vane Shear (ASTM D4648)	
3 points	$
Direct Shear (ASTM D3080-90)	
Per point	$
Triaxial Compression	
Unconfined Comp. - UC (ASTM D2166-85)	$
Unconsolidated Undrained - UU (ASTM D2850-78)	$
Unconsolidated Undrained (back pressure saturation)	$
Consolidated Undrained CU (ASTM D4767-88) with pore pressure measurement	$
Consolidated Drained - CD (Army Corps of Engineers EM 1110-2-1906 Appendix X)	$
Consolidated Undrained or Consolidated Drained (3 points, staged)	$
Consolidation (ASTM D2435-90)	
With 2 timed load increments	$
Additional timed load increments, each	$
One-Dimensional Swell (ASTM D4546-90)	
Methods A and B	$
Method C	$
CBR, 1 point with Proctor (ASTM D1883-87)	$
Additional points, each	$

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